

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		11/30/2007	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Togo's Franchised Eateries LLC
Street Address:	130 Royall Street
City:	Canton
State/Country:	MASSACHUSETTS
Postal Code:	02021
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	Togo's Franchising LLC
Street Address:	130 Royall Street
City:	Canton
State/Country:	MASSACHUSETTS
Postal Code:	02021
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3032350	ENDLESS COMBINATIONS
Registration Number:	2431672	TOGO'S
Registration Number:	2429999	TOGO'S GREAT SANDWICHES
Registration Number:	2429998	TOGO'S GREAT SANDWICHES
Registration Number:	2263286	TOGO'S
Registration Number:	1264395	TOGO'S

CORRESPONDENCE DATA

900107535

**TRADEMARK
 REEL: 003784 FRAME: 0400**

CH \$165.00 3032350

Fax Number: (646)728-2614
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-596-9000
Email: tmfilings@fishneave.com
Correspondent Name: Sonwha Lee, Ropes & Gray LLP
Address Line 1: 1211 Avenue of the Americas
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	LTQC-017-001 RELEASE1
NAME OF SUBMITTER:	Sonwha Lee
Signature:	/Sonwha Lee/
Date:	05/28/2008

Total Attachments: 11
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EXECUTION COPY

REQUEST FOR AND COLLATERAL RELEASE

This REQUEST FOR AND COLLATERAL RELEASE (this "Release"), dated as of November 30, 2007 (the "Effective Date") is by and among DB MASTER FINANCE LLC, a Delaware limited liability company (the "Master Issuer"), TOGO'S FRANCHISED EATERIES LLC, a Delaware limited liability company (the "Togo's Co-Issuer"), CITIBANK, N.A., a national banking association, as trustee (in such capacity, the "Trustee"), AMBAC ASSURANCE CORPORATION, as control party under the Indenture (as defined below) (the "Control Party"), the other Co-Issuers (as defined below) and the Guarantors (as defined below) pursuant to (i) the Indenture dated as of May 26, 2006, by and among the Master Issuer, DUNKIN' DONUTS FRANCHISED RESTAURANTS LLC, a Delaware limited liability company (the "DD Co-Issuer"), BASKIN-ROBBINS FRANCHISED SHOPS LLC, a Delaware limited liability company (the "BR Co-Issuer"), the Togo's Co-Issuer, DD IP HOLDER LLC, a Delaware limited liability company (the "Donut IP Holder Co-Issuer"), and BR IP HOLDER LLC, a Delaware limited liability company (the "Ice Cream IP Holder Co-Issuer"), and together with the Master Issuer, the DD Co-Issuer, the BR Co-Issuer, the Togo's Co-Issuer and the Donut IP Holder Co-Issuer, collectively, the "Co-Issuers" and each, a "Co-Issuer") and the Trustee (the "Base Indenture"), as amended by (a) the First Supplement, dated as of December 29, 2006 (the "First Supplement") and the Second Supplement, dated as of October 2, 2006 (the "Second Supplement"), each by and among the Co-Issuers and the Trustee and (b) the Series 2006-1 Supplement, dated as of May 26, 2006 (the "Series 2006-1 Supplement"), as amended by the First Supplement dated as of October 2, 2006, each by and among the Co-Issuers and the Trustee (the "First Series Supplement", and, together with the Base Indenture, the First Supplement, the Second Supplement and the Series 2006-1 Supplement, the "Indenture") and (ii) the Guarantee and Collateral Agreement, dated as of May 26, 2006 (the "Global G&C Agreement") made by DB FRANCHISING HOLDING COMPANY LLC, a Delaware limited liability company, DUNKIN' DONUTS FRANCHISING LLC, a Delaware limited liability company, BASKIN-ROBBINS FRANCHISING LLC, a Delaware limited liability company, TOGO'S FRANCHISING LLC, a Delaware limited liability company (the "Togo's Franchisor"), DB UK FRANCHISING LLC, a Delaware limited liability company, DB CANADIAN SUPPLIER INC., a Delaware corporation, DB CANADIAN HOLDING COMPANY INC., a Delaware corporation, DB CANADIAN FRANCHISING ULC, a Nova Scotia unlimited liability company, DB REAL ESTATE ASSETS I LLC, a Delaware limited liability company, and DB REAL ESTATE ASSETS II LLC, a Delaware limited liability company (collectively, the "Guarantors"), in favor of the Trustee. Unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth in the Annex A to the Base Indenture.

WHEREAS, the Master Issuer and the other Co-Issuers have entered into the Indenture with the Trustee pursuant to which the Master Issuer and the other Co-Issuers have issued series of notes (the "Notes") from time to time, on the terms described therein. Pursuant to the Indenture and the Global G&C Agreement, as security for the indebtedness represented by the Notes, the Master Issuer, the other Co-Issuers and the Guarantors have granted to the Trustee, on behalf of the Secured Parties, a security interest in the Indenture Collateral;

WHEREAS, the Master Issuer and the other Securitization Entities wish to effect a Togo's Asset Disposition, and in the furtherance thereof, the Master Issuer, TOGO'S EATERIES, INC. ("Togo's Eateries"), a California corporation and DUNKIN' BRANDS, INC., a Delaware corporation have entered into an agreement contemplating a sale, transfer or other disposition of all of the assets of the Securitization Entities relating to the business operated or offered throughout the world under or in connection with the Togo's® name (collectively, the "Togo's Assets"); and

WHEREAS, contemporaneously with the consummation of a Togo's Asset Disposition, the Co-Issuers and the Guarantors wish to obtain a release of each of Togo's Eateries, the Togo's Co-Issuer and the Togo's Franchisor (collectively, the "Togo's Entities") and the Togo's Assets from the Trustee's security interest in accordance with the Indenture and the Global G&C Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Request. The Co-Issuers and the Guarantors hereby request the Trustee to, and the Control Party to direct the Trustee to, execute and deliver this Release to effect or evidence the release by the Trustee of the security interest in the Togo's Entities and the Togo's Assets being disposed of in connection with the Togo's Asset Disposition.

Section 2. Release.

(a) In accordance with the terms and conditions of the Indenture, the Trustee hereby releases from the security interest created pursuant to the Indenture and the Global G&C Agreement all of its right, title and interest in and to the Togo's Entities and the Togo's Assets, including without limitation, the following:

- (i) (A) the Collateral Franchise Documents solely to the extent related to the Togo's Entities or the Togo's Assets (the "Togo's Collateral Franchise Documents") including, without limitation, all monies due and to become due to the Togo's Co-Issuer and the Togo's Franchisor under or in connection with the Togo's Collateral Franchise Documents, whether payable as fees, rent, expenses, costs, indemnities, insurance recoveries, damages for the breach of any of the Togo's Collateral Franchise Documents or otherwise, but excluding Excluded Fees, and all security for such amounts payable thereunder and (B) all rights, remedies, powers, privileges and claims of the Togo's Co-Issuer or the Togo's Franchisor against any other party under or with respect to the Togo's Collateral Franchise Documents (whether arising pursuant to the terms of the Togo's Collateral Franchise Documents or otherwise available to the Togo's Co-Issuer and the Togo's Franchisor at law or in equity), the right of the Togo's Co-Issuer or the Togo's Franchisor to enforce any of the Togo's Collateral Franchise Documents and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers

under or with respect to the Togo's Collateral Franchise Documents or the obligations of any party thereunder;

- (ii) the Collateral Transaction Documents solely to the extent related to the Togo's Entities or the Togo's Assets (the "Togo's Collateral Transaction Documents") including, without limitation, all monies due and to become due to the Togo's Co-Issuer and the Togo's Franchisor under or in connection with the Togo's Collateral Transaction Documents, whether payable as fees, rent, expenses, costs, indemnities, insurance recoveries, damages for the breach of any of the Togo's Collateral Transaction Documents or otherwise, all security for amounts payable hereunder and thereunder and performance of all obligations hereunder and thereunder, including, without limitation, (A) all rights of the Togo's Co-Issuer or and the Togo's Franchisor to the Collateral IP under each IP License Agreement to which the Togo's Co-Issuer or the Togo's Franchisor is a party and (B) all rights of the Togo's Co-Issuer and the Togo's Franchisor under the Master Servicing Agreement and in and to all records, reports and documents in which they have any interest thereunder, and all rights, remedies, powers, privileges and claims of the Togo's Co-Issuer and the Togo's Franchisor against any other party under or with respect to the Togo's Collateral Transaction Documents (whether arising pursuant to the terms of the Togo's Collateral Transaction Documents or otherwise available to the Togo's Co-Issuer or the Togo's Franchisor at law or in equity), the right of the Togo's Co-Issuer or the Togo's Franchisor to enforce any of the Togo's Collateral Transaction Documents and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to the Togo's Collateral Transaction Documents or the obligations of any party thereunder;
- (iii) the Equity Interests of the Togo's Entities owned by any Co-Issuer or Guarantor and all rights as a member or shareholder of each of the Togo's Entities under the Charter Documents of each of the Togo's Entities, including, without limitation, all moneys and other property distributable thereunder to any such Co-Issuer or Guarantor and all rights, remedies, powers, privileges and claims of such Co-Issuer or Guarantor against any other party under or with respect to each such Charter Document (whether arising pursuant to the terms of such Charter Document or otherwise available to such Co-Issuer or Guarantor at law or in equity), the right to enforce any Charter Document of any of the Togo's Entities and to give or withhold any and all consents, requests, notices, directions, approvals, extensions or waivers under or with respect to each such Charter Document;
- (iv) to the extent related to the Togo's Assets, the right to receive Unassigned Franchisee Lease Amounts and Unassigned Contracts Amounts;

- (v) to the extent related to the Togo's Assets, (x) each Base Indenture Account and each Series Account, (y) all monies (including Investment Property) on deposit from time to time in such account and (z) all Proceeds thereof;
- (vi) all other assets of the Togo's Entities now owned or at any time after the effectiveness of the Base Indenture acquired by the Togo's Entities, including without limitation, all of the following (each as defined in the New York UCC): all accounts, chattel paper, deposit accounts, documents, general intangibles, goods, instruments, investment property, letter-of-credit rights, letters of credit and money;
- (vii) all additional property that have after the effectiveness of the Base Indenture (pursuant to the terms of any Series Supplement or otherwise) been subjected to the grant and pledge thereof by the Togo's Entities; and
- (viii) to the extent not otherwise included, and to the extent related to the Togo's Entities and the Togo's Assets, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

Items contained in clauses (i) through (viii) above hereinafter referred to as the "Released Indenture Collateral."

(b) The Control Party hereby directs the Trustee to execute and deliver, and the Trustee hereby acknowledges such direction and agrees to execute and deliver: (a) this Release which effects and evidences that, effective as of the Effective Date, the Togo's Entities and the Togo's Assets including the Released Indenture Collateral are hereby released from the security interest granted under the Indenture and the Global G&C Agreement and (b) to the Togo's Entities, at the Togo's Entities' expense, UCC termination statements, receipts and such other documents, and shall take such other action, as may be reasonably requested by the Togo's Entities to evidence and otherwise to effectuate the release of the Togo's Entities and the Togo's Assets including the Released Indenture Collateral from the security interests granted under the Indenture and the Global G&C Agreement. Copies of documents and summaries of actions so requested to be executed or taken shall be delivered by the Togo's Entities to the Control Party reasonably prior to the execution or performance.

Section 3. Miscellaneous.

(a) Counterparts. This Release may be executed by one or more of the parties to this Release on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

(b) Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(c) Severability of Provisions. Any provision of this Release which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such

prohibition or unenforceability without invalidating the remaining provisions hereof or effecting the enforceability of such provision in any other jurisdiction.

(d) Captions. The captions in this Release are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(e) Other Collateral Not Released Hereby. This Release shall not release any other Co-Issuer or Guarantor from any of its or their obligations under the Indenture or the Global G&C Agreement, as the case may be, or any other Related Document, nor any Indenture Collateral that is not Released Indenture Collateral.

(f) Absence of and Indemnity Against Certain Liens. Each of the Securitization Entities other than the Togo's Entities represents and warrants to the Trustee for the benefit of the Secured Parties that no Lien has been created, incurred, assumed or permitted to exist by, through or under any Togo's Entity on any property that is subject to the security interests under the Indenture or the Global G&C Agreement other than any Lien on property constituting Released Indenture Collateral which is to be released hereunder and other than any Lien created in favor of the Trustee. Each of the Securitization Entities other than the Togo's Entities confirms that the indemnification provided under Section 3.2(c) of the Base Indenture and Section 3.2(c) of the Global G&C Agreement indemnifies and holds harmless the Trustee with respect to any loss, cost, damage or expense (subject to the proviso in each such Section) arising from (i) the assertion of any Lien (other than any Lien released hereunder) against any Released Indenture Collateral or (ii) to the extent relating to any obligation of or claim against any Togo's Entity, the assertion of any Lien against any Indenture Collateral that is not Released Indenture Collateral (other than any Lien released hereunder).

IN WITNESS WHEREOF, the undersigned have executed this Request for and Collateral Release as of the date first written above.

AMBAC ASSURANCE CORPORATION, as
Control Party

By: 
Name: Bracken Gardner
Title: Vice President

CITIBANK, N.A., in its capacity as Trustee

By: _____
Name:
Title:

DB MASTER FINANCE LLC, as Co-Issuer

By: _____
Name:
Title:

DUNKIN' DONUTS FRANCHISED
RESTAURANTS LLC, as Co-Issuer

By: _____
Name:
Title:

BASKIN-ROBBINS FRANCHISED SHOPS
LLC, as Co-Issuer

By: _____
Name:
Title:

TOGO'S FRANCHISED EATERIES LLC, as
Co-Issuer

By: _____
Name:
Title:

[SIGNATURE PAGE TO REQUEST FOR AND COLLATERAL RELEASE]

IN WITNESS WHEREOF, the undersigned have executed this Request for and Collateral Release as of the date first written above.

AMBAC ASSURANCE CORPORATION, as
Control Party

By: _____
Name:
Title:

CITIBANK, N.A., in its capacity as Trustee

By: Kristen Driscoll
Name: KRISTEN DRISCOLL
Title: Vice President

DB MASTER FINANCE LLC, as Co-Issuer

By: _____
Name:
Title:

DUNKIN' DONUTS FRANCHISED
RESTAURANTS LLC, as Co-Issuer

By: _____
Name:
Title:

BASKIN-ROBBINS FRANCHISED SHOPS
LLC, as Co-Issuer

By: _____
Name:
Title:

TOGO'S FRANCHISED EATERIES LLC, as
Co-Issuer

By: _____
Name:
Title:

[SIGNATURE PAGE TO REQUEST FOR AND COLLATERAL RELEASE]

IN WITNESS WHEREOF, the undersigned have executed this Request for and Collateral Release as of the date first written above.

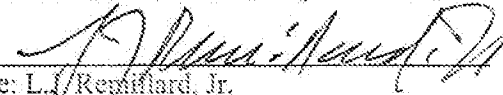
AMBAC ASSURANCE CORPORATION, as
Control Party

By: _____
Name:
Title:

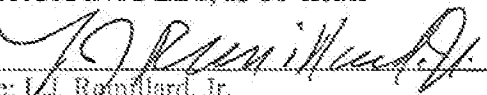
CITIBANK, N.A., in its capacity as Trustee

By: _____
Name:
Title:

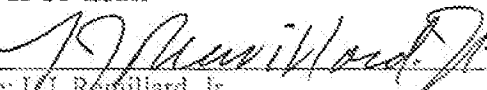
DB MASTER FINANCE LLC, as Co-Issuer

By: 
Name: L.J. Renfillard, Jr.
Title: Assistant Secretary

DUNKIN' DONUTS FRANCHISED
RESTAURANTS LLC, as Co-Issuer

By: 
Name: L.J. Renfillard, Jr.
Title: Assistant Secretary

BASKIN-ROBBINS FRANCHISED SHOPS
LLC, as Co-Issuer

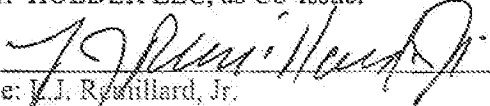
By: 
Name: L.J. Renfillard, Jr.
Title: Assistant Secretary

TOGO'S FRANCHISED EATERIES LLC, as
Co-Issuer

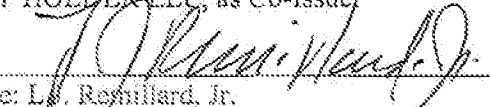
By: 
Name: L.J. Renfillard, Jr.
Title: Assistant Secretary

[SIGNATURE PAGE TO REQUEST FOR AND COLLATERAL RELEASE]

DD IP HOLDER LLC, as Co-Issuer

By: 
Name: L.J. Reznillard, Jr.
Title: Assistant Secretary

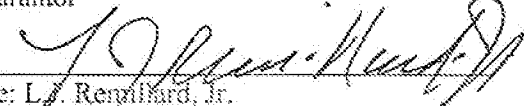
BR IP HOLDER LLC, as Co-Issuer

By: 
Name: L.J. Reznillard, Jr.
Title: Assistant Secretary

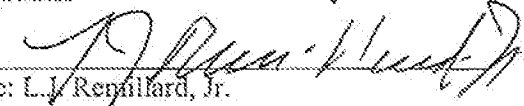
DB FRANCHISING HOLDING COMPANY
LLC, as a Guarantor

By: 
Name: L.J. Reznillard, Jr.
Title: Assistant Secretary

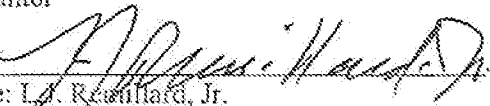
DUNKIN' DONUTS FRANCHISING LLC, as
a Guarantor

By: 
Name: L.J. Reznillard, Jr.
Title: Assistant Secretary

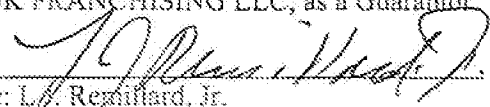
BASKIN-ROBBINS FRANCHISING LLC, as
a Guarantor

By: 
Name: L.J. Reznillard, Jr.
Title: Assistant Secretary

TOGO'S FRANCHISING LLC, as a
Guarantor

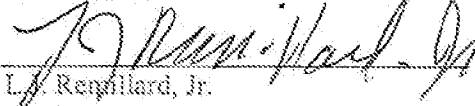
By: 
Name: L.J. Reznillard, Jr.
Title: Assistant Secretary

DB UK FRANCHISING LLC, as a Guarantor

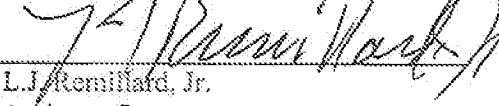
By: 
Name: L.J. Reznillard, Jr.
Title: Assistant Secretary

[SIGNATURE PAGE TO COLLATERAL RELEASE AGREEMENT]

DB CANADIAN SUPPLIER COMPANY
INC., as a Guarantor

By: 
Name: L.J. Remillard, Jr.
Title: Assistant Secretary

DB CANADIAN HOLDING COMPANY
INC., as a Guarantor

By: 
Name: L.J. Remillard, Jr.
Title: Assistant Secretary

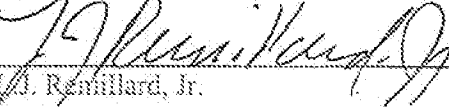
DB CANADIAN FRANCHISING ULC, as a
Guarantor

By: 
Name: L.J. Remillard, Jr.
Title: Assistant Secretary

DB REAL ESTATE ASSETS I LLC, as a
Guarantor

By: 
Name: L.J. Remillard, Jr.
Title: Assistant Secretary

DB REAL ESTATE ASSETS II LLC, as a
Guarantor

By: 
Name: L.J. Remillard, Jr.
Title: Assistant Secretary

[SIGNATURE PAGE TO COLLATERAL RELEASE AGREEMENT]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
TOGO'S	1264395	01/17/1984
TOGO'S	2263286	07/20/1999
TOGO'S GREAT SANDWICHES	2429998	02/20/2001
TOGO'S	2431672	02/27/2001
TOGO'S GREAT SANDWICHES	2429999	02/20/2001
ENDLESS COMBINATIONS	3032350	12/20/2005